

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) DO- RATING 1 / 17	
2. CONTRACT NUMBER XXXXX-XX	3. SOLICITATION NUMBER 2036304	4. TYPE OF SOLICITATION x SEALED BID (IFB) NEGOTIATED (RFP)	5. DATE ISSUED 11-21-03
7. ISSUED BY US Government Printing Office North Capitol and H Streets, NW Room A332 Washington, DC 20401		8. ADDRESS OFFER TO (If other than Item 7) Managing Director of Plant Operations Bid room B-104, Stop PPSB United State Government Printing Office Washington, DC 20401	

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

SOLICITATION

9. Sealed offers in original and 11 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **Room b104**, until **9AM** local time **December 15, 2003**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Saundra L. Washington	B. TELEPHONE (NO COLLECT CALLS)		
		AREA CODE 202	NUMBER 512-0996	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA

CONTINUATION SHEET		2036304			Page
ITEM #	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	Plates, AGFA N90A/N-91 27 ¼ x38 ½.012 thick Cat# K8HKS000-600 each per skid	21,000	EA	\$ _____	\$ _____
	Bidders are responsible for submitting bids, modifications or withdrawals, so as to reach the Government Printing Office address designated in the invitation for receipt of bids (SEE SECTION I PAGE 10). Please be aware that the mail processed by the United States Postal Service is much slower reaching the Government because of the precautions that are taken by them before delivery. [Therefore, it is strongly recommended that bids be submitted by facsimile to 202-512-0975 .]				

SECTION - C - DESCRIPTION/SPECIFICATIONS

See page 2 for Description

SECTION – D – PREPARATION PACKAGING AND MARKING

The plates shall be packed in accordance with the best commercial practice so as to insure a proper and safe delivery to destination. The supplier must identify by label or other means in letters at least 3 inches high, all cartons, containers, skids, etc. with the Government Printing Office's purchase order and property number.

SECTION –E- INSPECTION AND ACCEPTANCE

Designated U.S. Government Printing Office personnel will make final inspection and acceptance at destination

SECTION- F- DELIVERIES OR PERFORMANCE

Within 30 days after award, the contractor will deliver 4,200 plates. The balance of this item will be delivered in increments of 4,200 plates every 60 days thereafter. In addition, the contractor will also be responsible for properly storing 1,200 plates, which shall be available for immediate shipment upon notification of requirement by the Contracting officer. **THIS INVENTORY SHALL BE MAINTAINED UNTIL THE FINAL SHIPMENT. IF NOT REQUIRED BY GPO DURING THIS PERIOD THESE PLATES SHALL BE DELIVERED AS PART OF THE FINAL SHIPMENT. ALL SHIPMENTS SHALL BE DELIVERED F.O.B DESTINATION.**

DELIVERY

Bids offering a delivery other than F.O.B. destination may be considered nonresponsive and rejected.

THE CLAUSE BELOW IS FOR THE FIRST SHIPMENT OF 4200 PLATES. THE BALANCE OF THE SHIPMENT SHALL BE DELIVERED AS SCHEDULED ABOVE.

ALTERNATE DELIVERY FOR THE FIRST SHIPMENT OF 4200

In the event satisfactory bids are not received in accordance with the Government's schedule, an alternate bids will be considered and award made as determined in the best interest of the Government, price and other factors considered. Therefore, if quoting on alternate delivery, bidders must state the earliest possible delivery schedule they can guarantee to the Government.

Bidder's Proposed Delivery Schedule

Bidder will deliver, F.O.B. destination, within
_____ Calendar days after receipt of an order.

DELIVERY ADDRESS: U.S. Government Printing Office, Central Receiving Unit, 44 H Street, NW, Room C-170A, Washington, DC 20401.

DELIVERY HOURS: 8:00 A.M. to 3:30 P.M., MONDAY THROUGH FRIDAY, EXCEPT FEDERAL HOLIDAYS

SECTION - G - CONTRACT ADMINISTRATION DATA

- | | | |
|----|---|--|
| 1. | Contracting Officer (CO) | Saundra Washington
(202) 512-0996 |
| 2. | Contracting Officer's (COR)
Representative | To be issued after award |
| 3. | Bid Information | Diana Boyde
(202) 512-0535 |
| 4. | Invoices | US Government Printing Office
Comptroller
North Capitol & H Streets NW
Mail Stop: FMCS
Washington, DC 20401
(202) 512-0874 - LOCAL
1-800-BILLGPO (1-800-245-5476)
NON-LOCAL |

The COR referenced is the CO's official representative for the purpose of conducting routine day to day monitoring of the services performed under this contract. They will have certain assigned responsibilities to act for the contracting officer. These responsibilities shall be provided to the successful bidder upon award of the contract.

- | | | |
|----|----------------|--|
| 5. | Payment | Payments under this contract will be made by the Government by electronic funds transfer (EFT). If EFT is requested, please call 1-800-BILLGPO. |
|----|----------------|--|

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.232.28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHOD.

SECTION - H - SPECIAL CONTRACT REQUIREMENTS

1. MINIMUM BID ACCEPTANCE PERIOD

- a. "Acceptance period" as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. The Government requires a minimum acceptance period of 60 calendar days.
- d. In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

A bid allows the following acceptance period:
..... Calendar days.

- e. A bid allowing less than the Government's minimum acceptance period will be rejected.
- f. The bidder agrees to execute all that is has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph c. above or (2) any longer acceptance period stated in paragraph d. above.

2. PRE-AWARD SURVEY

So that the Government may be assured each bidder can satisfy the requirements of this Schedule, it reserves the right (1) to conduct a pre-award survey on any or all bidders, and (2) to consider the results of such survey in any determination to award.

- a. A pre-award shall establish the Contractor's competence in technical, managerial, financial and similar areas related to the bidder's ability to perform.
- b. The Contractor is expected to cooperate in the pre-award and to provide all such reasonable information as maybe necessary to its purposes.
- c. Only those bids from proven or obviously capable suppliers are solicited.

SERVICE CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

SECTION I-SERVICE CONTRACT CLAUSES

CLAUSE
NUMBER

DATE

TITLE

GENERAL

52.202-1	DEC 2001	DEFINITIONS REGULATIONS GOVERNING PROCUREMENT
52.233-2	AUG 1996	SERVICE OF PROTEST
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.252-2	JUN 1988	CLAUSES INCORPORATED BY REFERENCE
52.252-6	JUL 1985	AUTHORIZED DEVIATIONS OR VARIATIONS IN CLAUSES (DEVIATION MMAR 52.252-6)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

STANDARDS OF CONDUCT

52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8		CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JAN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
52.215-1	MAY 2001	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL AND/OR PUBLIC PRINTER

LABOR STANDARDS

52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT LABOR DISPUTES
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIET
NAM ERA		
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS

SUBCONTRACTING

52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED SUSPENDED OR PROPOSED FOR DEBARMENT
52.219-14	DEC 1996	LIMITATIONS ON SUB CONTRACTING

TAXES

52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS FORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-11	APR 1984	EXTRAS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS

ADJUSTMENTS

52.203-10	SEP 1990	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
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ADMINISTRATION

52.233-1	JUL2002	DISPUTES
52.243-1	AUG 1987	CHANGES - FIXED PRICE
52.249-1	APR 1984	TERMINATION FOR CONVENIENCE (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

SERVICE CONTRACT ACT

52.222-41	MAY 1989	SERVICE CONTRACT ACT
52.222-42	MAY 1989	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-

SECTION J- LIST OF ATTACHMENTS-N/A

SECTION-K-REPRESENTATIONS,CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

1. SMALL BUSINESS CONCERN REPRESENTATION
2. TAXPAYER INFORMATION
3. WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION
4. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
5. AFFIRMATIVE ACTION COMPLIANCE
6. PROHIBITION OF SEGRATED FACILITIES
7. NOTICE OF TOTAL HUBZONE SET-ASIDE
8. EQUAL LOW BIDS
9. PLACE OF PERFORMANCE
10. CERTIFICATE REGARDING DEBARMENT, SUSPENSION, PROPOSED BEBARMENT AND OTHER RESPONSIBILITY MATTERS
11. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
12. CONTINGENT FEE REPRESENTATION AND AGREEMENT
13. CLEAN AIR & WATER CERTIFICATION
14. CERTIFICATION AND DISCLOSRE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
15. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATE
16. NOTICE OF PARTICIPATION BY ORGANIZATION FOR THE HANDICAPPED

Representations and Certifications	Reference
Name and Address of Offeror	Date of Offer

"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE CIRCLE AND FILL IN BLANKS.)

1. 552.219-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 2002) (DEVIATION MMAR 52.219-1)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-3 TAXPAYER IDENTIFICATION (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (MMAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in MMAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

- Foreign government;
- International organization per 26 CFR 1.6049-4;

* Other _____.

(f) *Common parent.*

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

ITEMS 3, 4, 5, AND 6 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

3. 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (SEP 2002)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

4. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It * has, * has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

5. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to contracts which include the clause at MMAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(a) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

6. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

ITEMS 7-19 DO NOT APPLY TO PROCUREMENTS OF \$25,000 OR LESS MADE THROUGH SMALL PURCHASE PROCEDURES.

7. 52.219-2 EQUAL LOW BID (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as

a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

8. 52.216-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror/respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as INDIC indicated in this proposal or response to request for information

.(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

9. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

10. 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]; [insert

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

© If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

© Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SECTION - L - INSTRUCTIONS, CONDITIONS AND NOTICES

1. PREPARATION OF BIDS-OTHER THAN CONSTRUCTION
2. EXPLANATION TO PROSPECTIVE BIDDERS
3. AMENDMENTS TO INVITATIONS FOR BIDS
4. SUBMISSION OF BIDS
5. FAILURE TO SUBMIT BID
6. LATE SUBMISSIONS, MODIFICATIONS AND WITHDEAWALS OF BIDS
7. FALSE STATEMENTS IN BIDS
8. PREWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
9. SITE VISIT
10. FINANCIAL STATEMENT
11. ALL OR NON BIDS
12. CONTRACT AWARD-SEALED BIDDING/OTHER THAN CONSTRUCTION
13. AUTHORIZED DEVIATIONS OR VARIATIONS IN PROVISIONS

(SEALED BID)

1. MMAR 52.214-12-PREPARATION OF BIDS - OTHER THAN CONSTRUCTION (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount column of the Schedule." In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation. Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

2. MMAR 52.214-6-EXPLANATION TO PROSPECTIVE BIDDERS (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawing, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

3. MMAR 52.214-3 Amendments to Invitations for Bids. (Dec 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt.

4. MMAR 52.214-5-SUBMISSION OF BIDS (Mar 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means)--

(1) Addressed to the office specified in the solicitation; and

(2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

5. MMAR 52.214-9-FAILURE TO SUBMIT BID (Jul 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a bid and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

6. 52.214-7 LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWALS OF BIDS (Nov 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

- (i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or
- (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
- (2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

7. MMAR 52.214-4-FALSE STATEMENTS IN BIDS (Apr 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in a quantity less than the quantity offered, at the unit prices offered, 18 U.S.C. 1001.

8 MMAR 52.222-24-PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (Evaluation (Feb 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

9. MMAR 52.237-1-SITE VISIT (Apr 1984)

Applies when services other than construction are to be performed on Government installations.)
Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

10. MMAR 52.247-6-FINANCIAL STATEMENT (Apr 1984)

(Applies to solicitations for transportation or for transportation related services.)
The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offeror to possible rejection on responsibility grounds.

**11. MMAR 52.214-10-CONTRACT AWARD - SEALED BIDDING
OTHER THAN CONSTRUCTION (Jul 1990)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may-- (1) Reject any or all bids;

(2) Accept other than the lowest bid; and (3) Waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

12. MMAR 552.214-73-"ALL OR NONE" OFFERS

(a) Unless awards in the aggregate are specifically precluded in this solicitation, the Government reserves the right to evaluate offers and makes awards on an "all or none" basis as provided below:(b) (Applicable to definite quantity contracts.) An offer submitted on an "all or none" or similar basis will be evaluated as follows: The lowest acceptable offer exclusive of the "all or none" offer will be selected with respect to each item (or group of items when the solicitation provides for aggregate awards) and the total cost of all items thus determined shall be compared with the total of the lowest acceptable "all or none" offer. Award will be made to result in the lowest total cost to the Government. (c) (Applicable only to requirements and indefinite quantity contracts.) An offer submitted on an "all or none" or similar basis will not be considered unless the offer is low on each item to which the "all or none" offer is made applicable. The term "each item" as used in this clause refers either to an item that under the terms of the solicitation may be independently awarded, or to a group of items on which an award is to be made in the aggregate

13. MMAR 552.252-5- AUTHORIZED DEVIATIONS OR VARIATIONS IN PROVISIONS

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). The use in this solicitation of any Federal Acquisition Regulation (MMAR) provision with an authorized deviation or variation that is published in the General Services Administration Acquisition Regulation is indicated by the addition of "(DEVIATION (MMAR provision no.))" or "(VARIATION (MMAR provision no.))" after the date of the provision.(b) The use in this solicitation of any General Services Administration Acquisition Regulation provision with an authorized deviation or variation is indicated by the addition of "(DEVIATION)" or "(VARIATION)" after the date of the provision.(c) Changes in wording of provisions that are prescribed for use on a "substantially the same as" basis are not considered deviations. Therefore, when such provisions are not worded exactly the same as the MMAR or the GSAR provision, they are identified by the word "(VARIATION)."

SECTION - M - EVALUATION FACTORS FOR AWARD

1. AWARD BASIS

Award will be made to the lowest responsive, responsible bidder meeting all the requirements of the contract. Prompt payment discounts will be considered if for 20 days or more. The lowest responsive bid shall be determined by the quantity factor whenever a discrepancy exists between the unit price and the aggregate the unit .